

In re:  
Jermaine Julius Smith  
Debtor

Case No. 20-10369-elf  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0313-2  
Date Rcvd: Feb 04, 2021

User: admin  
Form ID: pdf900

Page 1 of 2  
Total Noticed: 3

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 06, 2021:

Recip ID	Recipient Name and Address
db	Jermaine Julius Smith, 1010 Ivy Lane, Pottstown, PA 19464-2906
cr	+ Lower Pottsgrove Township and Lower Pottsgrove Tow, c/o Portnoff Law Associates, Ltd., P.O. Box 3020, Norristown, PA 19404-3020

TOTAL: 2

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	Email/PDF: resurgentbknotifications@resurgent.com	Feb 05 2021 02:54:34	Pinnacle Credit Services LLC, Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587

TOTAL: 1

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

## NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 06, 2021 Signature: /s/Joseph Speetjens

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 4, 2021 at the address(es) listed below:

Name	Email Address
ALBERT J. SCARAFONE, JR.	on behalf of Debtor Jermaine Julius Smith scarafone@comcast.net ascarafone@gmail.com;r39418@notify.bestcase.com
DENISE ELIZABETH CARLON	on behalf of Creditor Freedom Mortgage Corporation bkgroup@kmlawgroup.com
JAMES RANDOLPH WOOD	on behalf of Creditor Lower Pottsgrove Township and Lower Pottsgrove Township Municipal Authority

District/off: 0313-2

User: admin

Page 2 of 2

Date Rcvd: Feb 04, 2021

Form ID: pdf900

Total Noticed: 3

jwood@portnoffonline.com jwood@ecf.inforuptcy.com

JEROME B. BLANK

on behalf of Creditor Freedom Mortgage Corporation paeb@fedphe.com

REBECCA ANN SOLARZ

on behalf of Creditor Freedom Mortgage Corporation bkgroup@kmlawgroup.com

THOMAS YOUNG.HAE SONG

on behalf of Creditor Freedom Mortgage Corporation paeb@fedphe.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq.

ecfemails@ph13trustee.com philaecf@gmail.com

TOTAL: 8

Certificate of Notice Page 3 of 5  
**IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Jermaine Julius Smith <u>Debtor(s)</u>	CHAPTER 13
FREEDOM MORTGAGE CORPORATION <u>Moving Party</u>	
vs.	NO. 20-10369 ELF
Jermaine Julius Smith <u>Debtor(s)</u>	
William C. Miller Esq. <u>Trustee</u>	11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$19,216.58**, which breaks down as follows;

Post-Petition Payments:	August 2020 to November 2020 at \$3,043.47/month
	December 2020 to January 1, 2021 at \$3,175.44/month
Suspense Balance:	\$339.18
Fees & Costs Relating to Motion:	\$1,031.00
<b>Total Post-Petition Arrears</b>	<b>\$19,216.58</b>

2. The Debtor(s) shall cure said arrearages in the following manner;

a). Within seven (7) days of the filing of this Stipulation, the Debtor shall make a down payment in the amount of **\$7,500.00**;

b). Beginning on February 1, 2021 and continuing through January 1, 2022 until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$3,175.44** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of \$976.38 from February 2021 to December 2021 and \$976.40 for January 2022 towards the arrearages on or before the last day of each month at the address below;

FREEDOM MORTGAGE CORPORATION  
 CASH MANAGEMENT, 10500 KINCAID DRIVE  
 FISHERS, IN 46037

c). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived .

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: January 8, 2021

By: /s/ Rebecca A. Solarz, Esquire  
Attorney for Movant

Date: January 22, 2021

/s/ Albert J. Scarafone, Jr., Esquire  
Albert J. Scarafone, Jr., Esquire  
Attorney for Debtor

Date: February 3, 2021

/s/ LeRoy W. Etheridge, Esquire, for\*  
William C. Miller, Esquire  
Chapter 13 Trustee

*\*No objection to  
its terms, without  
prejudice to any of  
our rights and  
remedies*

**ORDER**  
Certificate of Notice Page 5 of 5

Approved by the Court this 4th day of February, 2021. However, the court retains discretion regarding entry of any further order.



---

Bankruptcy Judge  
Eric L. Frank